

1 ROD M. FLIEGEL, Bar No. 168289
rfliegel@littler.com
2 AURELIO J. PÉREZ, Bar No. 282135
aperez@littler.com
3 LITTLER MENDELSON, P.C.
650 California Street, 20th Floor
4 San Francisco, California 94108.2693
Telephone: 415.433.1940
5 Facsimile: 415.399.8490

6 Attorneys for Defendant
RECOLOGY SAN FRANCISCO
7

8 STANLEY GOFF, Bar No. 289564
scraiggoft@aol.com
9 LAW OFFICES OF STANLEY GOFF
15 Boardman Place Suite 2
10 San Francisco, California 94103
Telephone: 415.571.9570
11 Facsimile: 415.864.3389

12 Attorneys for Plaintiff
DARYLE WASHINGTON
13
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15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA
17 SAN FRANCISCO DIVISION
18

19 DARYLE WASHINGTON,
20 Plaintiff,

21 v.

22 RECOLOGY SAN FRANCISCO and
DOES 1 through 50,
23 Defendants.
24

Case No. 3:14-cv-05083-WHA
Order re

**JOINT STIPULATION MEMORIALIZING
AGREEMENT REGARDING
DEFENDANT'S DISCOVERY DISPUTE
PURSUANT TO COURT'S ORDER
FOLLOWING DISCOVERY HEARING**

Pursuant to the Court's Ordered Hearing on Defendant's Discovery Dispute [Dkt #32], the Parties met and conferred in the Judge's Jury Room on July 7, 2015. The Parties reached a resolution of their discovery dispute. The Parties memorialized this resolution in an agreement they drafted, reviewed, revised, and signed in the Judge's Jury Room at approximately 1 p.m. that same afternoon. Later that same afternoon, Plaintiff alerted Defendant via electronic mail that Plaintiff no longer agreed to the negotiated stipulation as, upon further reflection, Plaintiff did not believe it adequately protected Plaintiff's interests.

The Parties worked to resolve their disagreement late into the evening of July 7th. At approximately 5 p.m. on July 8, 2015, the Parties reached the following stipulation.

STIPULATION

The Parties jointly stipulate to dismiss the discovery dispute and any hearing on same as part of the joint stipulation as further described below, though Defendant reserves its right to seek to reschedule the hearing if Plaintiff fails to timely and meaningfully adhere to the terms of this stipulation.

1. **AMENDED DISCOVERY RESPONSES**

By 5:00 p.m., on Tuesday August 4, 2015 (the "deadline"), Plaintiff will provide Defendant with amended responses to Defendant's Interrogatories (Set 1) and Defendant's Requests For Production of Documents (Set 1). Specifically, Plaintiff will respond to all questions to which he has not responded and resolve incongruities and inconsistencies among his previous responses and document production.

Plaintiff's amended responses will fully comply with the Court's "Supplemental Order To Order Setting Initial Case Management Conference In Civil Cases Before Judge William Alsup" (the "Order"). By way of example, Plaintiff will disclose the locations searched for all documents in compliance with the Order. Plaintiff will further reproduce all non-bate stamped documents in a bate-stamped format in accordance with the Order. Plaintiff's amended responses and supplemental production will cover and include all electronically stored information accessible to him including social media such as Facebook and personal email accounts to the extent not previously disclosed and/or produced.

1 Plaintiff agrees that, subject to an order by this Court, his failure to comply with this
 2 section by the deadline will subject him to appropriate sanctions, including any of the orders listed in
 3 FRCP 37(b)(2)(A)(i)—(vi).

4 Plaintiff agrees he has waived all objections by failing to provide timely responses to
 5 Defendant's written discovery requests.

6 2. INITIAL DISCLOSURES

7 Plaintiff did not provide initial disclosures to Defendant until, approximately, April
 8 28, 2015 (well after the Court's March 31, 2015 deadline [*see* Dkt #23]).

9 In accordance with FRCP 37(c)(1), Plaintiff agrees that for any witness not identified
 10 by name in Section 1 of his initial disclosures ("Individuals Associated With Plaintiff as
 11 Witnesses"), Plaintiff will not be allowed to use any unidentified witness to supply
 12 evidence on a motion, at a hearing, or at a trial.

13 In further accordance with FRCP 37(c)(1), Plaintiff agrees that for any information
 14 not provided in Section 2 or 3 of his initial disclosures ("Categories and Locations of Documents"),
 15 ("Computation of Damages"), Plaintiff will not be allowed to use any unidentified or
 16 undisclosed information to supply evidence on a motion, at a hearing, or at a trial.

17 No terms agreed upon in this section shall be construed or interpreted as to prevent
 18 any Party from filing supplemental disclosures in the event that new information and or new
 19 witnesses are discovered pursuant to FRCP 26. For purposes of the foregoing sentence, "new" refers
 20 information or witnesses that were not and could not have been discovered by the Party that would
 21 amend its disclosures prior to the filing of this stipulation.

22 Further, no terms agreed upon in this section shall be construed or interpreted in a
 23 manner that conflicts with any existing federal law.

24 3. TIMELINESS

25 Plaintiff (individually, or as represented by his counsel) acknowledges that he has had
 26 issues meeting deadlines including the failure to timely comply with past court orders (regarding
 27 deadlines for initial disclosures and deadlines to respond to discovery briefing), failure to timely
 28 respond to written discovery, and failure to timely appear for hearings or examinations (the first day

of his deposition, the second day of his deposition, the early neutral evaluation, and a previously scheduled discovery hearing).

Plaintiff agrees that he (both he and his counsel) will break his habit of tardiness and will timely meet all prospective deadlines or obligations related to this lawsuit under pain of sanction provided that no such sanctions shall be issued unless Plaintiff has an opportunity to explain any extenuating circumstances that might have caused any delay, and then, subject to the order of this Court.

4. RESERVATION OF RIGHTS BY THE PARTIES

Nothing stated herein is intended to limit in any way either Party's right to seek full legal recourse as permitted by applicable law, including the orders of this Court.

IT IS SO STIPULATED.

Dated: July 8, 2015

/s/ Stanley Goff
STANLEY GOFF
LAW OFFICES OF STANLEY GOFF
Attorneys for Plaintiff
DARYLE WASHINGTON

Dated: July 8, 2015

/s/ Aurelio Pérez
ROD M. FLIEGEL
AURELIO J. PÉREZ
LITTLER MENDELSON, P.C.
Attorneys for Defendant
RECOLOGY SAN FRANCISCO

SIGNATURE ATTESTATION

In accordance with Civil Local Rule 5-1(i)(3), I attest that concurrence in the filing of this document has been obtained from the signatories on this e-filed document.

1 Dated: July 9, 2015

2
3 /s/ Aurelio Pérez
AURELIO J. PÉREZ

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6 **IT IS SO ORDERED.**

7 Dated: July 9, 2015

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THE HONORABLE WILLIAM ALSUP

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